

District of Columbia Participating LEA Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into by and between the Office of the State Superintendent of Education (“State”) and _____ (“Participating LEA”). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Race to the Top grant project.

I. SCOPE OF WORK

Exhibit I, the Preliminary Scope of Work, indicates which portions of the State’s proposed reform plans (“State Plan”) the Participating LEA is agreeing to implement. (Note that, in order to participate, the LEA must agree to implement all required elements of the State Reform Plan.)

II. PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

In assisting the State in implementing the tasks and activities described in the State’s Race to the Top application, the Participating LEA subgrantee will:

1) As a condition for participating in – and receiving an allocation of funds under – the State’s Race to the Top program, enter into an agreement with the State that will describe more specifically the mutual responsibilities of the State and LEA for planning and implementing provisions of the State’s plan. The agreement will be incorporated in or attached to the final scope of work, which must be provided to the state no later than 90 days after the Race to the Top (“RTTT”) award to the OSSE and must be approved by the State.

The agreement will include a detailed work plan, prepared by the LEA and approved by the State, describing specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures, and addressing how the LEA will use funds under other federal programs and from state and local sources to support the plan. The work plan must be consistent with the LEA’s preliminary scope of work in this Memorandum of Understanding, with the approved State plan, and with further guidance that the State may provide. The State will approve the LEA for funding based on the scope and quality of the work plan, including the coherence of the LEA’s reform agenda across the four education areas described in the law and the LEA’s capacity to implement the plan and address at the local level significant elements of the State’s approved plan in a meaningful and high quality way. The agreement between the State and the LEA will also detail the State’s responsibilities for providing or coordinating technical assistance, professional development, and other support for the LEA in carrying out these functions, and how State and LEA activities will be sequenced.

2) Implement the LEA plan as identified in Exhibits I and II of this agreement;

3) Over the course of the project, work in good faith with the State to identify needs for modifications to the project and to make appropriate modifications in order to achieve the core goals of the project;

4) Post to any website specified by the State or the U.S. Department of Education, in a timely manner, all non-proprietary products and lessons learned that were developed using funds under the Race to the Top grant;

5) Participate, as requested, in any evaluations of this grant conducted by the State or the U.S. Department of Education;

- 6) Be responsive to State or ED requests for information on the status of the project, including project implementation, outcomes, and any problems anticipated or encountered;
- 7) Participate in meetings and telephone conferences with the State to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

B. STATE RESPONSIBILITIES

In assisting Participating LEAs in implementing their tasks and activities described in the State's Race to the Top application, the State grantee will:

- 1) Work collaboratively with the Participating LEA in carrying out the LEA Plan as identified in Exhibit I and in the agreement to be developed under Section II-A-1 above;
- 2) Timely distribute the LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA's approved work plan described in Section II-A-1 above;
- 3) Review the LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 4) Provide or coordinate technical assistance, professional development, and support consistent with Section II-A-1 above.

C. JOINT RESPONSIBILITIES

- 1) The State and the Participating LEA will collaborate in good faith to ensure alignment and coordination of State and local planning and implementation activities in order to achieve effectively and efficiently the core goals of the State's plan, consistent with their respective roles under State law and policy.
- 2) The State and each Participating LEA will appoint a key contact person for the Race to the Top grant.
- 3) These key contacts from the State and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
- 4) Prior to receipt of grant awards, State and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 5) State and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating LEA, or when the LEA Plan requires modifications.

D. STATE RECOURSE FOR LEA NON-PERFORMANCE

If the State reasonably determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, after a reasonable opportunity for the LEA to cure the identified issues, the State will take appropriate enforcement action, which could include a collaborative process between the State and the LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including, for example, putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. ASSURANCES

The Participating LEA hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU;
- 2) Has reviewed the State's Race to the Top grant application and will implement all required elements of the State Reform Plan, as defined by the State, and consistent with Exhibit I;
- 3) Will provide a Final Scope of Work and detailed work plans consistent with Section II-A-1 above if the State's application is funded; will do so in a timely manner but no later than 90 days after a grant is awarded; and will enter into an agreement with the State consistent with Section II-A-1 above; and
- 4) Will comply with all of the terms of the Grant, the State's subgrant, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

IV. MODIFICATIONS

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with the U.S. Department of Education.

V. DURATION/TERMINATION

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

VI. SIGNATURES

LEA Superintendent – required:

Signature/Date

Print Name/Title

Local Teachers' Union Leader (if applicable):

Signature/Date

Print Name/Title

Authorized State Official – required:

By its signature below, the State hereby accepts the LEA as a Participating LEA.

Signature/Date

Print Name/Title

EXHIBIT I – PRELIMINARY SCOPE OF WORK

Consistent with federal requirements and criteria, the State's plan addresses education reforms in each of the areas of standards and assessments; data systems and fuller use of data; great teachers and leaders; and supports for the persistently lowest achieving schools. The plan articulates State policies and goals in each of these areas and an overall strategy for accomplishing and monitoring the goals. Many of the goals relate to what happens in school districts, schools, and classrooms. The goals can only be accomplished if local educational agencies work in coordination with the State educational agency to plan and implement reforms at the local level in ways that are aligned with the State plan.

In signing this MOU, the local educational agency signifies its intent to be bound to the State plan, to collaborate with the State in modifying state and local plans over the course of the project as appropriate to achieve core goals, and to act in good faith in implementing the State plan in each of the following areas. If the State receives a grant, allocation of funds to the local educational agency will be contingent on the development of a detailed local work plan and a State-LEA agreement that will spell out local and State responsibilities in these areas in greater detail.

Elements of State Reform Plans	LEA Participation (Y/N)	Comments from LEA (optional)
B. Standards and Assessments – The LEA will participate in implementing appropriate aspects of the State Plan to develop and implement high-quality standards and assessment systems, including but not limited to:		
(1) Create a plan for aligning curriculum with common standards and assessments (B3)	REQUIRED	
(2) Implement interim assessments in 3 rd through 10 th grades that meet OSSE-specified criteria and are aligned to common standards (B3)	REQUIRED	
(3) Provide in-school training and professional development on common standards alignment (B3)	REQUIRED	
(4) Organize school community meetings to explain common standards and assessments (B3)	REQUIRED	
C. Data Systems to Support Instruction – The LEA will participate in implementing all aspects of the State Plan to develop, implement, and use a statewide longitudinal data system, including but not limited to:		
(1) Support the state in fully implementing a statewide longitudinal data system by providing data to OSSE as needed (C1)	REQUIRED	

Elements of State Reform Plans	LEA Participation (Y/N)	Comments from LEA (optional)
(2) Develop a local instructional improvement system to collect, analyze, and use data to improve instruction (C2)	REQUIRED	
(3) Use data to improve instruction (C3):		
(i) Use of local instructional improvement systems (C3(i))	REQUIRED	
(ii) Professional development on use of data to improve instruction (C3(ii))	REQUIRED	
(iii) Availability and accessibility of data to researchers (C3(iii))		
(4) Provide teachers with regularly scheduled planning time for using data from interim assessments to inform instruction (C3)	REQUIRED	
D. Great Teachers and Leaders – The LEA will participate in implementing all aspects of the State Plan to develop and implement systems to enhance teacher and leader effectiveness, including but not limited to:		
(1) Partner with high-quality pathways for aspiring teachers and principals (D1)		
(2) Improve teacher and principal effectiveness based on performance (D2):		
(i) Measure student growth with common growth measure developed by a Student Growth Task Force, comprised of representatives of OSSE, PCSB, and LEAs, and approved by OSSE (D2(i))	REQUIRED	
(ii) Design and implement evaluation systems that meet OSSE-defined criteria, including 50% tied to student growth (D2(ii))*	REQUIRED	
(iii) Conduct annual evaluations (D2(iii))	REQUIRED	
(iv)(a) Use evaluations to support individualized professional development (D2(iii))	REQUIRED	
(iv)(b) Use evaluations to inform compensation, promotion, and retention (D2(iv))	REQUIRED	
(iv)(c) Use evaluations to inform tenure and/or	REQUIRED	

Elements of State Reform Plans	LEA Participation (Y/N)	Comments from LEA (optional)
full certification (D2(iv))	AS APPLICABLE	
(iv)(d) Use evaluations to inform removal (D2(iv))	REQUIRED	
(3) Analyze and develop a plan to improve equitable distribution of effective teachers and principals at (D3):		
(i) High-poverty and/or high-minority schools	REQUIRED AS APPLICABLE	
(ii) Hard-to-staff subjects and specialty areas	REQUIRED AS APPLICABLE	
(4) Provide effective support to teachers and principals (D5):		
(i) Quality professional development (D5(i))		
(ii) Measure effectiveness of professional development (D5(ii))		
(5) Report teacher effectiveness to OSSE (D2,3,5)*	REQUIRED	
E. Turning Around the Lowest-Achieving Schools – The LEA will participate in implementing all aspects of the State Plan to intervene and turn around the lowest-achieving schools, including but not limited to:		
(E)(1) Agree to implement one of four approved turnaround models for schools that match the OSSE definition of lowest-achieving schools (E2(ii))	REQUIRED AS APPLICABLE	

*Student growth will be measured using the DC CAS for 3rd through 8th grades. In 2012, the Student Growth Task Force will identify additional assessments that can be used for human capital decisions.

For the Participating LEA

For the State

Authorized LEA Signature/Date

Authorized State Signature/Date

Print Name/Title

Print Name/Title